

Irrigation and M&I
R.O. 10/31-2001
Rev. R.O. 11/01-2001
Rev. R.O. 11/12-2002
Contract No.
14-06-200-8565A-IR7

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES,
THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA,
AND
TRI-VALLEY WATER DISTRICT
PROVIDING FOR PROJECT WATER SERVICE

THIS CONTRACT, made this 24th day of April, 2003, in
pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or
supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as
amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2,
1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as amended and
Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to
as Federal Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred
to as the United States, THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF
CALIFORNIA, hereinafter referred to as DWR, and TRI-VALLEY WATER DISTRICT,
hereinafter referred to as the Contractor, a public agency of the State of California, duly organized,
existing, and acting pursuant to the laws thereof, with its principal place of business in Sanger,
California;

WITNESSETH, That:

EXPLANATORY RECITALS

WHEREAS, the United States, DWR, and the Contractor entered into an interim renewal contract identified as Contract No. 14-06-200-8565A-IR6, hereinafter referred to as the Existing Interim Renewal Contract, which provided for the continued water service to the Contractor from March 1, 2002, through February 28, 2003; and

WHEREAS, the United States, DWR, and the Contractor believe that further negotiations on the long-term renewal contract would be beneficial and mutually commit to continue to negotiate to seek to reach agreement, and the Contractor has requested a subsequent interim renewal contract pursuant to Article 2 (b)(1) of Interim Renewal Contract No. 14-06-200-8565A-IR5; and

WHEREAS, the United States has determined that the Contractor has to date fulfilled all of its obligations under the Existing Interim Renewal Contract; and

WHEREAS, the United States is willing to renew the Existing Interim Renewal Contract pursuant to the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is hereby mutually agreed by the parties hereto as follows:

INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

1. The terms and conditions of the Existing Interim Renewal Contract are hereby incorporated by reference into this Contract with the same force and effect as if they were included in full text with the exception of Article 1 thereof, which is revised as follows:

(a) The first sentence in Subdivision (a) of Article 1 of the Existing Interim Renewal Contract is modified as follows: "This interim renewal contract shall be effective from March 1, 2003, and shall remain in effect through February 29, 2004, and thereafter will be

renewed as described in Article 2(a) of Interim Renewal Contract No. 14-06-200-8565A-IR5 if a long-term renewal contract has not been executed with an effective commencement date of March 1, 2004.”

(b) Subdivision (b) of Article 1 of the Existing Interim Renewal Contract is amended by deleting the date “February 15, 2003,” and replacing same with the date “February 15, 2004.”

(c) Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is amended by deleting the dates “February 1, 2003,” “February 15, 2003,” and “February 28, 2003,” and replacing same with the dates “February 1, 2004,” “February 15, 2004,” and “February 29, 2004,” respectively.

62 IN WITNESS WHEREOF, the parties hereto have executed this interim renewal
63 contract as of the day and year first above written.

64 APPROVED AS TO LEGAL
FORM AND SUFFICIENCY
/s/ James E. Turner
OFFICE OF REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR

THE UNITED STATES OF AMERICA

65 By: /s/ Susan L. Ramos
66 For Regional Director, Mid-Pacific Region
67 Bureau of Reclamation

68 Approved as to Legal Form and
69 Sufficiency:

THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF CALIFORNIA

70 /s/ Peggy Bernardy
71 Chief, Counsel,
72 Department of Water Resources

By: /s/ Thomas M. Hannigan
Director
Department of Water Resources

73 (SEAL)

TRI-VALLEY WATER DISTRICT

74 By: /s/ John Colbert
75 President of the Board of Directors
76 Attest:

77 /s/ Richard L. Cosgrove
78 Secretary